



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 513-2020

LEASE OPPORTUNITY – TERRY SAWCHUK ARENA – 901 KIMBERLY AVENUE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 LEASE OPPORTUNITY – TERRY SAWCHUK ARENA – 901 KIMBERLY AVENUE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 31, 2021.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. PROPERTY SHOWINGS

B3.1 Proponents are encouraged to view the interior and exterior property photos attached as Appendix B.

B3.2 Proponents are advised that a property video tour may be added as an Appendix at a later date.

B3.3 Property showings may be accommodated by appointment only, if necessary. COVID-19 protocols will be in place and details of such protocols will be provided by the Contact Person to the Proponent in advance of any appointment.

B3.4 The Proponent shall not be entitled to rely on any information or interpretation received as a result of B3.1 or B3.2 or any property showing unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.5 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

B4. BACKGROUND, SCHEDULES & APPENDICES

B4.1 This Request for Proposal is issued by the City of Winnipeg to seek proposals from either profit or non-profit organizations for the performance of all aspects of the operations and management of the Terry Sawchuk Indoor Arena, under a long-term lease agreement with the City of Winnipeg.

B4.2 The Proponent will be expected to provide, without the City's assistance, all staffing, equipment, amenities, marketing, routine maintenance; including the ice plant, repairs, capital renewal and services for the complete operation of the Indoor Arena and/or otherwise required to maintain the facility in good operating condition for the intended purpose and in accordance with all prevailing associated regulatory requirements.

B4.3 City Property consists of a total floor space of 31,118 square foot, made up of a single storey section built in 1961 with approximately 4,616 ft²; a one storey section (Ice Plant -18' by 36') with approximately 639 ft² and improved in 1972 with approximately 25,863 ft² one storey

arena. The building is located on the northwest corner of Kimberley Avenue and Gibson Street in the Valley Gardens neighbourhood and is currently used as a hockey rink.

- B4.4 The City will negotiate the use of, maintenance requirements, or ownership of, existing equipment, inventories or other capital assets required, with set procedures to be followed for approval and procurement.
- B4.5 The City-owned property is currently zoned “PR3”, Parks and Recreation- Regional Site/City-Wide. The Parks and Recreation 3 (PR3) district is intended for sites that include major recreation facilities and parks that are a regional destination. These sites may include major recreational facilities, aquatic leisure centres, regional parks, sport multi-plexes and athletic field developments.
- B4.6 The Proponent shall have access to the parking facility identified as “Parking Area” on the attached Misc. Plan 15615/2 attached hereto as Schedule “A” and will be responsible for the repair, maintenance and snow clearing. In addition, the Proponent shall allow for public use of the parking facility during seasonal activities in the surrounding park.
- B4.7 The following Schedules and Appendices are provided for the convenience of the Proponent only and can be found in E1. While every effort has been made to provide for the accuracy of the data, the City shall bear no responsibility for inconsistencies, or for any information that may be deemed to be inaccurate or incorrect at a later date.
- (a) Schedule A Misc. Plan No. 15615/2
 - (b) Schedule B Asbestos Inventory
 - (c) Schedule C Revenue and Expenditure Data
 - (d) Appendix A-CC Photos of Property
 - (e) Appendix MP4 Video of Interior of Arena

B5. COUNCIL DIRECTIVE

- B5.1 Acceptance of Proposals may be subject to approval by City Council, or its delegated authority.

B6. ENQUIRIES

- B6.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B6.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B6.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B6.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B6.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B6.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B6.7 Any enquiries concerning submitting through MERX should be addressed to:

MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B7. CONFIDENTIALITY

- B7.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B7.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B8. ADDENDA

- B8.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B8.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B8.3 Addenda will be available on the MERX website at www.merx.com.
- B8.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B8.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B8.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B9. SUBSTITUTES

- B9.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B9.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B9.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B9.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;

- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.

B9.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B9.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

B9.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B9.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B9.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B25.

B9.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B10. PROPOSAL SUBMISSION

B10.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal; and
- (b) Form B: Fees.

B10.2 The Proposal should also consist of the following components:

- (a) Investment of the Proponent (Section C) in accordance with B13;
- (b) Community / Environmental Benefit (Section D), in accordance with B14;
- (c) Business Plan / Vision and Experience (Section E), in accordance with B15; and
- (d) Financial Capability (Section F) in accordance with B16.

B10.3 Further to B10.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B10.4 Further to B10.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

- B10.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B10.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B10.6.1 Proposals will **only** be accepted electronically through MERX.
- B10.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B25.1(a).
- B10.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B11. PROPOSAL

- B11.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B11.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.
- B11.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B11.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B11.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B11.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.
- B11.6 If the organization is a registered not for profit organization, proof of status should be included.**

B12. FEES

- B12.1 The Proponent shall state a price in Canadian funds for each item identified on Form B: Prices.
- B12.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B12.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B12.3 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B13. INVESTMENT OF PROPONENT (SECTION C)

- B13.1 Proposals should include:
- (a) proposed rent over the lease term
 - (b) desired lease term with options to extend;
 - (c) any/all short-term planned investments and associated schedules; and
 - (d) any long-term investments that may be considered for future development of the Site or its use.

B14. COMMUNITY / ENVIRONMENTAL BENEFIT (SECTION D)

- B14.1 Describe your Community Benefit Plan, including but not limited to:
- (a) How the organization intends to provide benefit to the community, including but not limited to:
 - (i) providing equitable access to recreation/sport programming;
 - (ii) promoting wellbeing and community safety;
 - (iii) any other plan that may provide benefit to the community.

B15. BUSINESS PLAN / VISION AND EXPERIENCE (SECTION E)

- B15.1 Describe your organization's team structure and experience in delivering and operating similar arena operations.
- B15.2 Provide a Business Plan outlining any planned capital investments and a detailed operating plan including anticipated revenues and expenses and annual contributions to a reserve for capital repairs over the life of the agreement.
- B15.3 Describe any proposed food service, rink board advertising, vending and skate sharpening machines, pro-shop concept or other potential revenue generating concepts.
- B15.4 The Proponent should include:
- (a) Business description;
 - (b) Proposed hours of operation, support staff and subcontractors proposed to perform the Work;
 - (c) Primary contact name, address, and telephone number; and;
 - (d) Proponent's references information (names with telephone numbers). The City's preference is to have a minimum of three references.

B16. FINANCIAL CAPABILITY (SECTION F)

- B16.1 The Proposal should include:

- (a) Evidence of financial capability to operate and manage the facility without City of Winnipeg subsidy or grant;
- (b) Ability to provide necessary capital to fund predevelopment activities and funding for ongoing operations (including maintenance, reserves, etc.); and
- (c) Description of financing sources, structures or mechanisms for the proposed project.

B17. DISCLOSURE

B17.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B17.2 The Persons are:

- (a) N/A

B18. CONFLICT OF INTEREST AND GOOD FAITH

B18.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B18.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B18.3 In connection with its Proposal, each entity identified in B18.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B18.4 Without limiting B18.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B18.5 Without limiting B18.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B18.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B18.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B19. QUALIFICATION

- B19.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B19.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B19.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - for any current or future employee or volunteer that may be doing Work at the Site.

- B19.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B19.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B20.1 Proposals will not be opened publicly.
- B20.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B20.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B20.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B20.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B21. IRREVOCABLE OFFER

- B21.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B21.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B22. WITHDRAWAL OF OFFERS

- B22.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B23. INTERVIEWS

- B23.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B24. NEGOTIATIONS

- B24.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B24.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B24.3 If, in the course of negotiations pursuant to B24.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B25. EVALUATION OF PROPOSALS

B25.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B19: (pass/fail)
- (c) Fees 30%
- (d) Investment of Proponent; (Section C) 15%
- (e) Community / Environmental Benefit; (Section D) 20%
- (f) Business Plan / Vision and Experience; (Section E) 20%
- (g) Financial Capability; (Section F) 15%

B25.2 Further to B25.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B25.3 Further to B25.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B25.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B25.5 Further to B25.1(c), Fees shall be evaluated as follows:

- (a) Monthly Lease Payment times 12 months, as shown as Line Item 1 on Form B: Fees.

B25.6 Further to B25.1(d), the Investment of Proponent will be evaluated considering the investment declared by the Proponent in accordance with B13.

B25.7 Further to B25.1(e), Community / Environmental Benefit will be evaluated considering the information provided in accordance with B14.

B25.8 Further to B25.1(f), Business Plan / Vision and Experience of Key Personnel Assigned to the Project will be evaluated considering the information provided in accordance with B15.

B25.9 Further to B25.1(g), Financial Capability will be evaluated considering the information provided in accordance with B16.

B25.10 Notwithstanding B25.1(d) to B25.1(g), where Proponents fail to provide a response to B10.2(a) to B10.2(d), the score of zero may be assigned to the incomplete part of the response.

B25.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.

B25.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B25.13 This Contract will be awarded as a whole.

B26. AWARD OF CONTRACT

B26.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B26.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B26.2.1 Without limiting the generality of B26.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B26.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B26.4 Further to D2 the City reserves the right to negotiate and award future terms to the successful Proponent.

B26.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.

B26.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.

B26.8 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B26.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgmt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of management, operation and maintenance of the Terry Sawchuk Arena, including the parking area as shown on Appendix A, located at 901 Kimberly Avenue in the City of Winnipeg.

D2.1.1 The duration of the Contract, including the start date, and also including any potential mutually agreed upon extensions shall be determined by the terms of the Proposal submission and as approved by the City.

D2.1.2 The City may negotiate any potential extension option(s) with the Proponent within one hundred and eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.3 Changes resulting from such negotiations shall become effective on the anniversary of the start of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) “**Facility**” is the common reference to Terry Sawchuk Arena located at 901 Kimberly Avenue in the City of Winnipeg;
- (b) “**Proponent**” means any Person or Persons submitting a Proposal for Services; and
- (c) “**Site**” means the location of the Facility.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Charles Osondu
Senior Leasing Officer

Telephone No. 204-330-5107

Email Address.: cosondu@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to

the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D9. INSURANCE

D9.1 The Proponent shall provide and maintain the following insurance coverage throughout the term of the Contract:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) per occurrence, with the City added as an additional insured. Such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability, injury to participants and spectators, liquor liability if the sale and serving of alcohol will be included in the operations, products and completed operations cover and tenant's legal liability for a limit commensurate with the space occupied, and shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents or volunteers;
- (b) broad form property insurance policy for the full replacement cost insuring the Facility including, contents, equipment, and tenant's improvements and such policy to include the City as a loss payable as their interest may appear;
- (c) an equipment breakdown insurance policy, for the full replacement cost of the Facility including all boilers, pressure vessels (fired and unfired), air conditioning equipment, mechanical and electrical equipment, transformers, electrical switch gears, motors, compressors, refrigeration equipment and miscellaneous electrical apparatus owned or operated by the City, and such policy shall include the City as a loss payable as their interest may appear; and
- (d) if applicable, automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Proponent directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D9.2 Deductibles shall be borne by the Proponent.

D9.3 The Proponent shall ensure that all property policies and commercial general liability policies written on behalf of the Proponent contain a waiver of any subrogation right which the Proponents insurers may have against the City and against those for whom the City is, in law, responsible, whether any such damage is caused by the act, omission or fault of the City or by those for whom the City, is in law, responsible.

D9.4 The Proponent shall take all policies out with insurers licensed to and carrying on business in the Province of Manitoba.

D9.5 Upon execution of the Contract the Proponent shall file with the City a Certificate of Insurance in a form satisfactory to the City's Supervisor of Insurance and annually at renewal thereafter. All certificates of insurance are to be sent to:

The City of Winnipeg
Risk Management Division
3rd Floor - 185 King Street, Winnipeg, Manitoba, R3B 1J1
Attention: Supervisor of Insurance
Fax: 204-986-6132
Email: insurance@winnipeg.ca

D9.6 The Proponent shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.7 The Proponent shall ensure that any sublet agreements that they enter into with other parties shall require that evidence of insurance as outlined in D9.1 (a), (b) excluding the building and (d) above is provided to the City supervisor of insurance for review at execution and annually thereafter;

D9.8 Subject to approval by the Director, if the Proponent performs any repair, maintenance, renovation, or construction work in/to/on/under the Facility and/or Site, the Proponent shall:

- (a) Provide and maintain (or ensure that the contractor provides and maintains) commercial general liability with the City added as an additional insured and automobile liability insurance coverage in the amount of at least two million dollars (\$2,000,000.00) and worker's compensation to the satisfaction of the City's supervisor of insurance based on

the works that are taking place (and can include, but is not limited to builder's risk insurance and wrap up liability) for all contractors or sub-contractors hired to perform such repair work, maintenance, renovation or construction work. Such insurance to remain in place at all times during the performance of the work until total performance; and

- (b) File with the City a certificate of insurance in a form satisfactory to the City's supervisor of insurance at least five (5) business days prior to the commencement of any work on the Facility and/or Site and throughout the work until total performance.

D9.9 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D8; and
 - (iv) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. SAFETY

D11.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D11.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D11.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant; and
- (f) fire hazards in or about the Work are eliminated.

D12. COVID-19 SCHEDULE DELAYS

D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health

authorities and various levels of government and in close consultation with the Contract Administrator.

- D12.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D12.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Work schedule, including the durations identified in D12.2 to D12.4 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D13. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D13.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the Contract, a detailed report (for the reporting period January 1st and December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D13.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
- D13.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D13.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D13.5 Any other information requested by the Contract Administrator.
- D13.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

D14. RECORDS, PAYMENT AND PAYMENT SCHEDULE

- D14.1 Further to C11, the Monthly Lease Payment identified as Line Item #1 on Form B: Prices, shall be submitted in Canadian funds to the Contract Administrator named in D4 according to the following schedule:
- (a) The Monthly Lease Payment, as agreed to by City, shall be paid no later than the first (1st) Calendar day of the month for each month for which the fee is payable;
 - (b) Such payment will also include GST and MRST, as applicable;
 - (c) Payments received after the date specified in D14.1(a) shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

WARRANTY

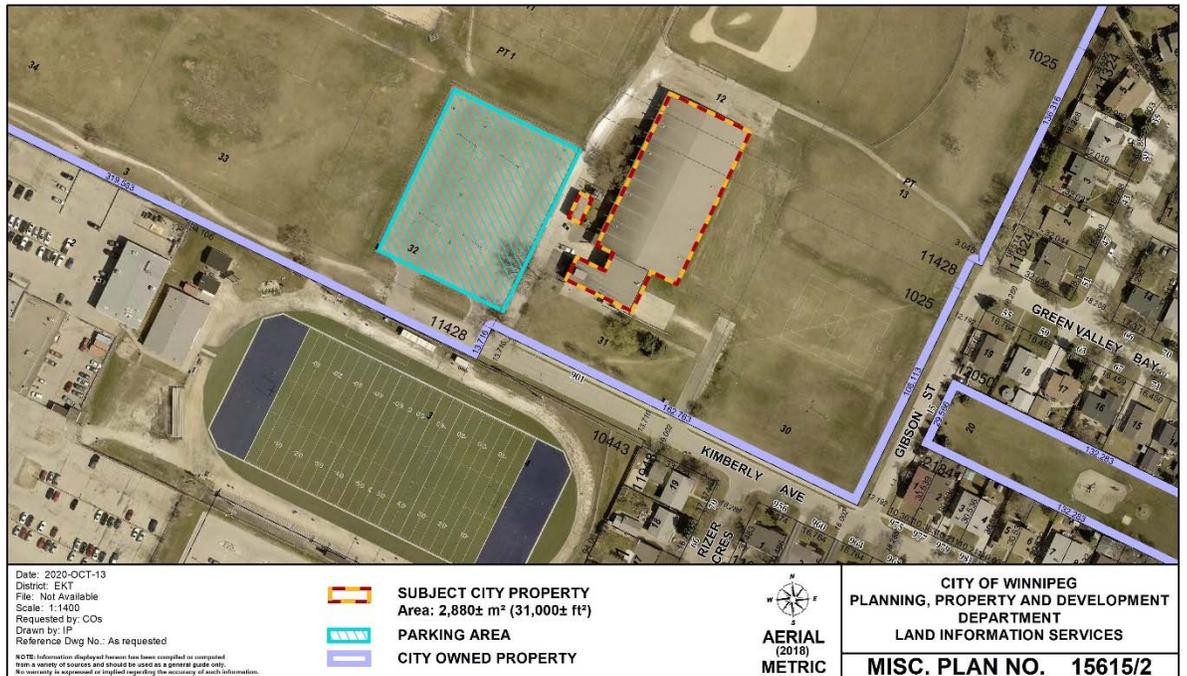
D15. WARRANTY

D15.1 Notwithstanding C13, Warranty does not apply to this Contract.

PART E - SCHEDULES

E1. SCHEDULES

E1.1 Schedule A – Misc. Plan No. 15615/2



E1.2 Schedule B – Asbestos Inventory

ASBESTOS INVENTORY CONTROL



Planning, Property and Development Department
Municipal Accommodations Division
4th Floor - 185 King Street - Winnipeg, MB - R3B 1J1

Building Name:	Terry Sawchuk Indoor Arena	Inspection Date:	November 29, 2019
Building Code:	AR-14	Inspected By:	N Richardson & A Brodbeck
Building Address:	901 Kimberly Avenue	Construction Date:	1972

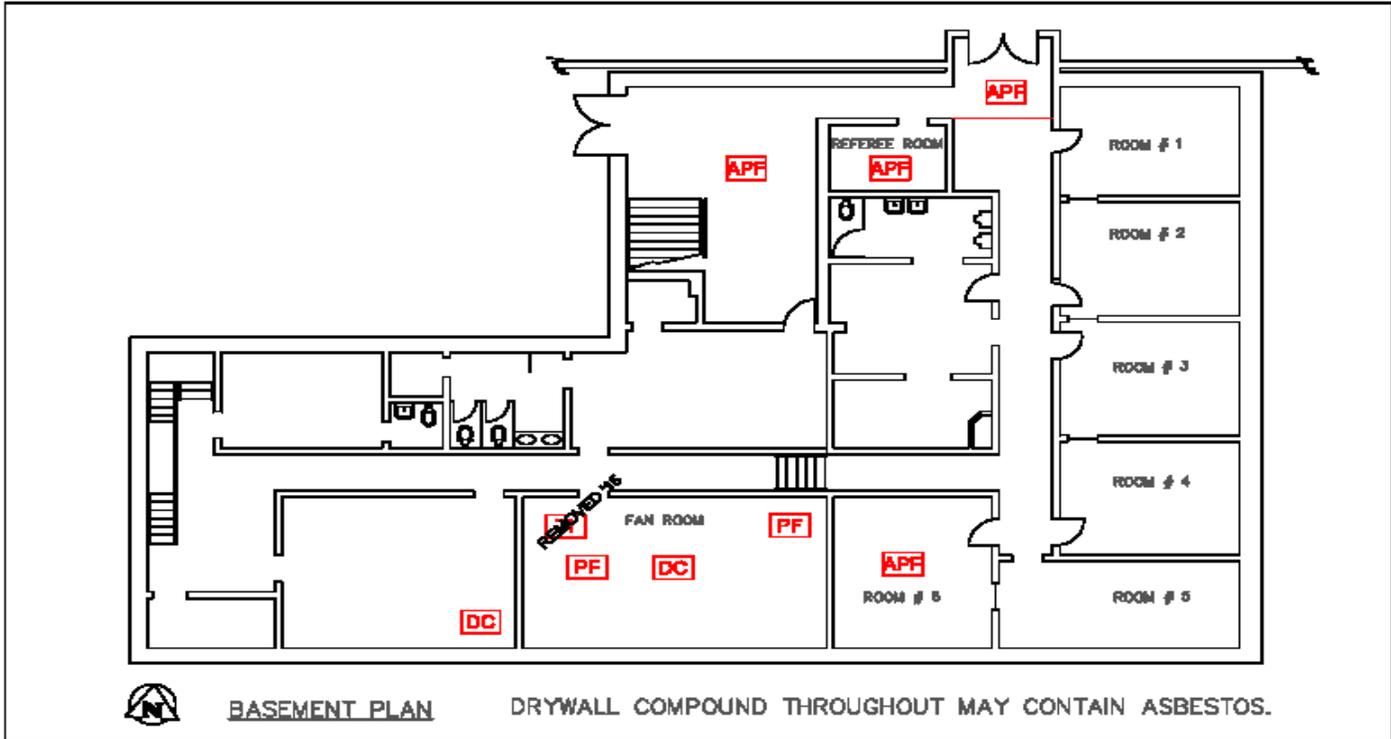
Material Location	Material Description	Drawing Label	Material Condition	Testing Status	Date M/Y	Test %	Est. %
	DRYWALL COMPOUND THROUGHOUT MAY CONTAIN ASBESTOS						
Main Floor							
Sports Hall of Fame Room	Spray On Insulation - Walls & Ceiling			TESTED	Jan/05	0	
	Spray On Insulation - Walls & Ceiling (3 samples)			TESTED	Oct'17	0	
	12x12 Floor Tile	F12	Good				
Hall of Fame Room Office & Storage Rooms	12x12 Floor Tile	F12	Good				2 - 5
	Drywall Compound	DC	Good	TESTED	Dec'17	2	
Canteen	12 x 12 Floor Tile Under Sheet Flooring	F12	Good				
Lobby & Stair Landing	12x12 Floor Tile	F12	Good	TESTED	Nov/09	2 - 5	
Office	12x12 Floor Tile	F12	Good				2 - 5
Men's Washroom	12x12 Floor Tile	F12	Good				2 - 5
Men's Washroom Closet	Drywall Compound	DC	Good	TESTED	Dec'17	2	
Women's Washroom	12x12 Floor Tile	F12	Good				2 - 5
Mezzanine Mechanical Room							
	Duct Insulation	DI	Good				0
	Drywall Compound	DC	Good	TESTED	Dec'17	3	
	Texture Coat on Drywall		Good	TESTED	Dec'17	4	
Basement							
Fan Room	Tank Insulation	TI	Removed9/15	TESTED	Dec/10	90	
	Duct Insulation	DI	Good	TESTED	Dec/13	0	
	Pipe Fitting Insulation	PF		TESTED	May'18	0	
	Drywall Compound	DC	Good	TESTED	Dec'17	4	
Janitor's Storage Room	Drywall Compound	DC	Good	TESTED	Dec'17	3	
Hallway	Asphalt Plank Flooring	APF	Good	TESTED		0	
Dressing Room #3	Asphalt Plank Flooring	APF	Good	TESTED		0	
All Other Dressing Rooms	Asphalt Plank Flooring	APF	Good				0
Dressing Room #8	Asphalt Plank Flooring	APF	Good				

Material Location	Material Description	Drawing Label	Material Condition	Testing Status	Date M/Y	Test %	Est. %
Entrance Lobby	Asphalt Plank Flooring	APF	Good	TESTED		3	
Ref Room	Asphalt Plank Flooring	APF	Good				3
Ice Rink							
Zamboni Room	Pipe Fitting Insulation (One Fitting Behind Water Heater)	PF	Good				
	Tank Insulation	TI	Removed		Sep/12		
Ice Shed	Asphalt Plank Flooring	APF	Good	TESTED		0	
	Pipe Fitting Insulation debris and elbows (taken from the dehumidifier line)	PF	Removed	TESTED	Jun'20	0	
South East Corner - Storage Rm	Drywall Compound (3 samples)			TESTED	Oct'17	0	
South East Exit	Asphalt Plank Flooring	APF	Good				3
North East Storage Room	Drywall Compound	DC	Good	TESTED	Dec'17	3	
Exterior Plant Room	Pipe Fitting Insulation	PF	Removed				
	Block walls randomly inspected and appear to be empty (Do not contain vermiculite insulation)						

NOTES:

1. Asbestos inspections and inventory updates are conducted annually.
2. There may be asbestos containing materials present that were not located during asbestos inspections.
3. Floor tile and sheet flooring installed before 1990 may contain asbestos and must be treated as an asbestos containing material.
4. Vermiculite insulation may contain pockets of asbestos. All vermiculite insulation must be treated as an asbestos containing material.
5. For asbestos related inquiries, call Central Control at 204-986-2382.

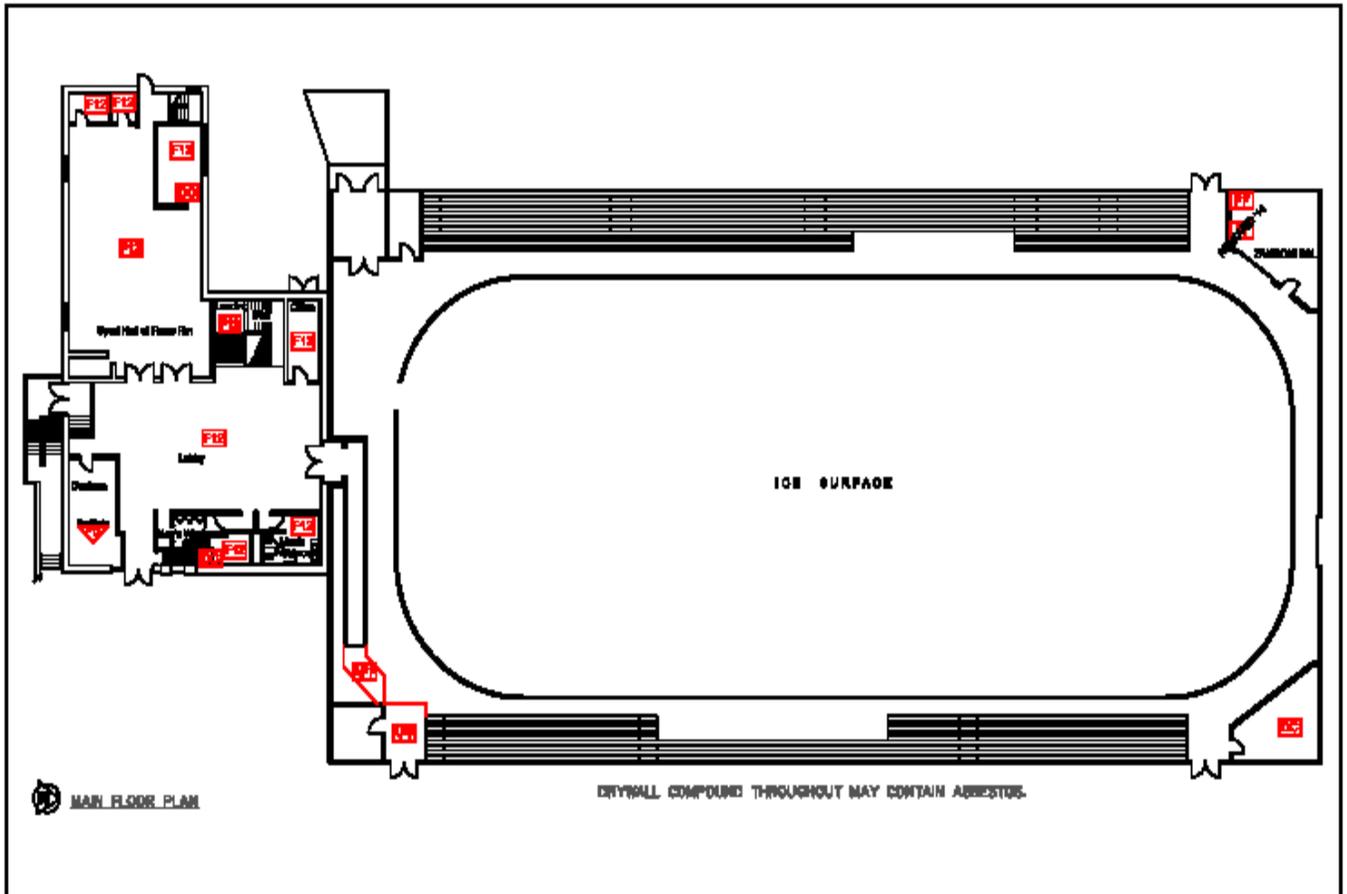
AR-14



BASEMENT PLAN DRYWALL COMPOUND THROUGHOUT MAY CONTAIN ASBESTOS.

LEGEND	GENERAL LABEL	ON CEILING	ABOVE CEILING	UNDER FLOORING	WALL DETAIL	EMBALLATED ASBESTOS
?? =	??	??	??	??	??	??
AP: ASBESTOS FABRIC APF: ASPHALT PLANK FLOOR BR: BRICK REFRACTORY CA: CALCULUS CE: 12x12 CEILING TILE CE: 30x36 CEILING TILE CE: 30x36 CEILING TILE DC: DRYWALL COMPOUND DI: DUCT INSULATION	FL: FLOOR LEVELING COMP FT: FLOOR TILE FT: 12x12 FLOOR TILE M: MARMITE PF: PIPE FITTING INSULATION PI: PIPE INSULATION PL: PLASTER RD: ROOF DRAIN	BT: BUTTLE CEILING BS: BOSEWAY ON BT STUCKS TI: TETANK INSULATION TC: TRANSMITE CEILING TP: TRANSMITE PIPE TW: TRANSMITE WALL V: VERMICULITE	<p>ASBESTOS LOCATIONS</p> <p>BUILDING: AR - 14 Terry Sawchuk Arena 801 Kimberly Street Winnipeg, Manitoba</p> <p>REVIEWED BY: RHM DATE: January 2, 2018 SCALE: N.T.S. SHEET #: 22</p>			
<p>CITY OF WINNIPEG PLANNING, PROPERTY & DEVELOPMENT DEPARTMENT MUNICIPAL ACCOMMODATIONS DIVISION 44: FLOOR - 185 KING STREET WINNIPEG, MANITOBA R3B 1J1 PHONE: (204) 686-7288 FAX: (204) 686-7211</p>						

1. THERE MAY BE ASBESTOS CONTAINING MATERIALS PRESENT THAT WERE NOT LOCATED DURING BUILDING INSPECTIONS
2. REFER TO THE ASBESTOS INVENTORY SURVEY SHEET FOR MORE INFORMATION
3. DO NOT DISTURB ASBESTOS. FOR HANDLING PROCEDURES CALL CENTRAL CONTROL AT 686-3343



LEGEND	GENERAL LABEL	ON CEILING	ABOVE CEILING	UNDER FLOORING	WALL CREEPS	INSULATED ASBESTOS
77 =						
ASBESTOS FABRIC APPARWALT PLANK FLOOR INSULATED SUBFLOORING CASCALUMS O18: 3000 CEILING TILE O24: 3000 CEILING TILE O36: 3000 CEILING TILE DOORWALL COMPOUND DUCT INSULATION	77	77	77	77	77	
FISH-BEAT FLOORING FL: FLOOR LEVELING COMPOUND P2000 FLOOR TILE P2000S2 FLOOR TILE MAGNETIC PPPP FITTING INSULATION PIPE INSULATION PLASTER ROCKWOOL EXFAN						
SCOTCHPAPE CEILING ROCKWOOL ON STAIRWELL TEXTILE INSULATION T2: TRANSMITE CEILING T3: TRANSMITE PIPE T4: TRANSMITE WALL VERMICULITE						

NOTE:
1. THERE MAY BE ASBESTOS CONTAINING MATERIALS PRESENT THAT WERE NOT LOCATED DURING BUILDING INSPECTIONS
2. REFER TO THE ASBESTOS INVENTORY SURVEY SHEET FOR MORE INFORMATION
3. DO NOT DISTURB ASBESTOS. FOR HANDLING PROCEDURES CALL CENTRAL CONTROL AT 945-2042

ASBESTOS LOCATIONS			
BUILDING:	AR - 14 Terry Greenway Arena 621 Broadway Street WINNIPEG, MANITOBA	SCALE:	SHEET #:
REVISED BY:	DATE:	SCALE:	SHEET #:
REM	January 3, 2018	N.T.S.	12

CITY OF WINNIPEG
PLANNING, PROPERTY & DEVELOPMENT
DEPARTMENT
MUNICIPAL ACCREDITATIONS DIVISION
4th FLOOR - 480 BROAD STREET
WINNIPEG, MANITOBA R3S 1Z1
PHONE: (204) 988-7888
FAX: (204) 988-7914

E1.3 Schedule C – Revenue and Expenditure Data

Terry Sawchuk Arena									
Revenue and Expenditures: Summary									
	Revenue	Expenditures	Regular Season Usage (hrs)	Pre / Post Season Usage (hrs)	Total Usage (hrs)	% Prime Time Hrs Sold	% Non-Prime Time Hrs Sold		
2019	\$82,695	\$246,648	347	203	550	69%	8%		
2018	\$191,747	\$330,584	830	335	1,165	82%	35%		
2017	\$185,120	\$297,059	802	320	1,122	80%	16%		
2016	\$186,203	\$283,447	825	316	1,141	82%	34%		
Expenditure Details:	Total	Labour		Materials		Utilities			
		Maintenance	Custodial	Maintenance	Custodial	Hydro	Phone	Water	Natural Gas
2019	\$251,716	\$121,952	\$4,283	\$57,061	\$4,919	\$29,745	\$3,020	\$4,574	\$26,163
2018	\$336,548	\$158,873	\$24,470	\$69,096	\$5,776	\$44,271	\$2,768	\$6,906	\$24,387
2017	\$300,629	\$113,444	\$42,980	\$51,493	\$4,684	\$40,994	\$2,578	\$19,183	\$25,273
2016	\$286,835	\$110,648	\$46,416	\$50,204	\$4,107	\$40,603	\$2,572	\$6,357	\$25,927
NOTES:									
Regular Season	January, February, October, November & December								
Pre / Post Season	March through September inclusive								
2019 Operations:	7 months ice season; Closed effective 2019-2020 Season								
Financial Data:	Arena Revenue and Expenditures are as reported in City of Winnipeg's								
2019 Hours of Operation Until Closure									
Monday to Friday: 4:00pm to 12:00am									
Saturday and Sunday: 7:30am to 11:30pm									
Prime Time Ice: Oct 1-Feb 28									
4:30-10:00pm Mon-Fri 7:00am-10:00pm Sat &									
Ice Rental Rates									
Rates Effective	Youth	Adult Prime							
Jul-16	\$192.67	\$269.05							
Jul-17	\$195.38	\$272.81							
Jul-18	\$198.00	\$277.00							
Jul-19	\$201.17	\$281.43							
2019 Statistics									
<i>All costs in CAD</i>									
Arena Classification	B								
Replacement Cost	\$11,509,998								
Renewal Cost	\$6,440,886 (5 years)		\$9,012,921 (10 years)						
FCI	0.57								
Size	34,026 SF plus 540 SF ice plant building								
Year Constructed	1972								

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right-hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated record search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.